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12 BOART LONGYEAR COMPANY and  
13 LONGYEAR TM, INC.

14 UNITED STATES DISTRICT COURT  
15 DISTRICT OF NEVADA

16 BOART LONGYEAR COMPANY and  
17 LONGYEAR TM, INC.,

18 Plaintiffs,

19 vs.

20 DIAMANTINA CHRISTENSEN TRADING,  
21 INC. BOYLES BROS DIAMANTINA S.A.,  
22 CHRISTENSEN CHILE S.A., and  
23 INTERMOUNTAIN DRILLING SUPPLY  
24 CORP.,

25 Defendants.

Case No. 2:12-cv-00689-GMN-GWF

**STIPULATED CONSENT JUDGMENT**

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1           Upon consent of the parties, the Court being advised that the parties have entered into a  
2 settlement agreement providing for entry of this consent judgment, it is hereby ordered, adjudged  
3 and decreed as follows, and the Court makes the following findings of fact and conclusions of  
4 law:

5           1.       This Court has jurisdiction over the parties and the subject matter.

6           2.       Plaintiff Boart Longyear Company is a corporation organized and existing under  
7 the laws of the State of Utah with its principal place of business at 10808 South River Front  
8 Parkway, Suite 600, South Jordan, UT 84095. Boart Longyear Company is a leading provider of  
9 mineral exploration drilling products throughout the United States and the world. Plaintiff  
10 Longyear TM, Inc. is a corporation organized and existing under the laws of the State of  
11 Delaware with its principal place of business at 10808 South River Front Parkway, Suite 600,  
12 South Jordan, UT 84095. Boart Longyear Company and Longyear TM, Inc. are collectively  
13 referred to as "Plaintiffs."

14           3.       Longyear TM, Inc. is the assignee of United States Patent Nos. 7,828,090 (the  
15 "'090 patent"); 7,874,384 (the "'384 patent"); 8,051,929 (the "'929 patent"); D622,745 (the "'745  
16 patent"); D647,114 (the "'114 patent"); D647,115 (the "'115 patent") and U.S. Patent No.  
17 6,029,758 (the "'758 patent") (collectively, "the Patents"). Boart Longyear Company is the  
18 exclusive licensee of the Patents. Longyear TM, Inc. is the owner of the Q trademark, United  
19 States Trademark Registration No. 924,673 ("the Trademark"). Boart Longyear Company is the  
20 exclusive licensee of the Trademark. United States Trademark Registration No. 924,673 is valid  
21 and subsisting, has become incontestable under 15 U.S.C. § 1065, and under 15 U.S.C. § 1115(b),  
22 is conclusive evidence of the validity of the Trademark, Longyear TM's ownership of the mark,  
23 and Longyear TM's exclusive right to authorize third parties to use the mark in commerce in  
24 connection with the identified goods.

25           4.       Defendant Intermountain Drilling Supply Corp. ("Intermountain") is a corporation  
26 organized and existing under the laws of the State of Utah with a regular and established place of  
27 business at 3412 West 2400 South, West Valley City, UT 84119.  
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5. Intermountain has sold, offered for sale or imported various drill bits used in conjunction with wireline core drilling systems, including core barrel stage bits, double bits or double bit drill bits such as HQOSDB, including but not limited to Diamantina Christensen Trading Inc. (“DCT”) Part Nos. 580611P107100, 560609P106900, 580610P10700, 580608P106800 and other drill bits having a similar design as those depicted in Plaintiffs’ Infringement Contentions of August 24, 2012 that infringe at least one claim of the ‘090 patent, the ‘384 patent, the ‘929 patent, the ‘745 patent, the ‘114 patent or the ‘115 patent. Intermountain’s sales, offers for sale, use or importation of these drill bits constitute infringement of the ‘090 patent, the ‘384 patent, the ‘929 patent, the ‘745 patent, the ‘114 patent and the ‘115 patent.

6. Intermountain has sold, offered for sale or imported wireline drilling products such as the Quick Descent including, but not limited to, DCT Part Nos. 1204046103000, and 12042056103000, and other retractable core barrel valving products having a similar design as those depicted in Plaintiffs’ Infringement Contentions of October 15, 2012. Intermountain’s sales, offers for sale, use or importation of these retractable core barrel valving products constitute infringement of the ‘758 patent.

7. Intermountain has sold products bearing, and has otherwise used in commerce without authorization, the Q trademark and designations in connection with its sale, marketing, and advertisement of diamond coring bits used in wireline systems. The unauthorized sales and use include, but are not limited to, sale of products bearing or use of the designations “Q”, “QTK”, “Q3”, and “QTT”, as well as the designations “AQ”, “AQTK”, “BQ”, “BQTK”, “NQ”, “NQ2”, “NQ3”, “NQTT”, “HQ”, “HQ3”, “HQTT”, “PQ”, and “PQ3”. Such sales and uses by Intermountain constitute infringement of the Trademark as such sales or uses are likely to cause confusion as to the source, sponsorship or origin of Boart Longyear’s products.

In view of the foregoing, **IT IS HEREBY ORDERED AND ADJUDGED**

U.S. Patent Nos. 7,828,090, 7,874,384, 8,051,929, D622,745, D647,114, D647,115, and 6,029,758 Patents are found infringed, valid and enforceable.

1 The Q Trademark subject to U.S. Trademark Registration No. 924,673 is found infringed,  
2 famous, valid and enforceable.

3 Intermountain Drilling Supply Corp., its officers, agents, employees, and stockholders,  
4 and all persons in active concert or participation with them and over whom Intermountain has  
5 control, are hereby permanently enjoined from (i) using the Trademark, or any colorable imitation  
6 thereof, or any other term or designation likely to cause confusion therewith, alone or in  
7 combination with other words or designs, on or in connection with any products sold or offered  
8 for sale by Intermountain or in connection with Intermountain's marketing, advertising,  
9 packaging, sales receipts, purchase orders, or internal inventory of any product, or in any other  
10 way in connection with the conduct of their business and activities, (ii) using the Trademark, or  
11 any colorable imitation thereof, or any other term or designation likely to cause confusion  
12 therewith, alone or in combination with other words or designs, in a manner likely to create the  
13 erroneous belief that Intermountain's goods or services are certified by, authorized by, sponsored  
14 by, licensed by or in any way associated with Boart Longyear, (iii) selling or offering to sell  
15 products bearing the Trademark, or any colorable imitation thereof, or any other term or  
16 designation likely to cause confusion therewith, alone or in combination with other words or  
17 designs, in a manner likely to create the erroneous belief that Intermountain's goods or services  
18 are certified by, authorized by, sponsored by, licensed by or in any way associated with Boart  
19 Longyear, (iv) otherwise engaging in any other acts or conduct that would cause consumers  
20 erroneously to believe that Intermountain's goods or services are somehow certified by,  
21 sponsored by, authorized by, licensed by, or in any way associated with Boart Longyear, and (v)  
22 taking any action, either directly or indirectly, to contest, challenge or dispute in any way the  
23 validity of the Trademark, the Trademark's Registration, or all or any part of Plaintiffs' right, title  
24 and interest in and to the Trademark or the Trademark's Registration. The provisions of this  
25 paragraph do not apply to Intermountain's purchase, sale or resale of products obtained either  
26 directly or indirectly from Boart Longyear Company and Longyear TM, Inc.

27 Intermountain Drilling Supply Corp., its officers, agents, employees, and stockholders,  
28 and all persons in active concert or participation with them and over whom Intermountain has

control, are hereby permanently enjoined for the remaining term of the applicable Patents from (i) making, using, selling, offering for sale, importing into the United States or selling for importation into the United States any “drill bits”, “stage bits”, “double bits”, or “double bit drill bits” having a design of or similar to DCT’s HQOSDB drill bit, including but not limited to DCT Part Nos. 580611P107100, 560609P106900, 580610P10700, 580608P106800; (ii) making, using, selling, offering for sale, importing into the United States or selling for importation into the United States any “drill bits”, “stage bits”, “double bits”, or “double bit drill bits” having a design similar to the drill bits described in any of the ’090 patent, the ’384 patent, the ’929 patent, the ’745 patent, the ’114 patent, and the ’115 patent or in Boart Longyear’s Infringement Contentions of August 24, 2012, regardless of supplier or manufacturer; (iii) making, using, selling, offering for sale, importing into the United States or selling for importation into the United States any wireline drilling products claimed in the ’758 patent or identified in Boart Longyear’s Infringement Contentions of October 15, 2012, including, but not limited to DCT Part Nos. 1204046103000, and 12042056103000, or any product of similar design regardless of supplier or manufacturer; and (iv) taking any action, either directly or indirectly, to contest, challenge or dispute in any way the validity of any claim of the Patents, the enforceability of the Patents, Intermountain’s infringement of the Patents, or Plaintiffs’ ownership of the Patents in any judicial or administrative proceeding. The provisions of this paragraph do not apply to Intermountain’s purchase, sale or resale of products obtained either directly or indirectly from Boart Longyear Company and Longyear TM, Inc. Further, the provisions of this paragraph do not apply to any other product that does not infringe one or more of the Patents. Nothing in this consent judgment shall prevent Intermountain from responding to subpoenas for records or testimony served by a court of competent jurisdiction.

**IT IS SO ORDERED** this 16th day of January, 2013.

  
 Gloria M. Navarro  
 United States District Judge

Jointly submitted by:

DATED: January 15, 2013

DATED: January 15, 2013.

/s/ Bobby W. Braxton

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